



Addendum 1

Golf Course

Cart Path Replacement

Project Number 24001

Prepared By:

City of Sullivan
Engineering Department
210 West Washington
Sullivan, Missouri 63080
(573) 468-8965

April 15, 2024

CONTRACT AGREEMENT-ADDENDUM 1

This agreement, made the ____ day of April, 2024, by and between _____, Party of the First Part, hereinafter called the "Contractor", and CITY OF SULLIVAN, MISSOURI, Party of the Second Part, hereinafter called the "Owner".

WITNESSETH: That the Owner and the Contractor for the consideration hereinafter named agree as follows:

ARTICLE 1. Scope of Work:

The Contractor shall furnish all of the labor, materials, machinery, and equipment and perform all of the work outlined in the specifications entitled **Golf Course Cart Path Replacement**, furnished by the City of Sullivan Engineering Department, 210 West Washington, Sullivan, Missouri.

The Work to be done under this Contract consists of constructing and completing all work described in the proposal, attached.

ARTICLE 2. Time of Completion:

The work to be performed under this Contract shall be commenced seven (7) days after being given written notice to proceed from the City and shall be completed in one hundred eighty (180) calendar days.

It is mutually understood and agreed that time is the essence of this Agreement and in the event said work is not completed on or before the date named above for its completion, party of the first part, the Contractor, shall pay liquidated damages to the Owner of \$500.00 per day. Those damages shall be used to pay for the extra time required for the completion of the work and for the delays or damages to the traveling public affected by the project. Extra time shall in all cases be construed as the time required for completion after the date herein named. Extensions of time granted by the party of the second part, the Owner, for completion of the Contract on account of fire, strikes, or acts of Providence shall not be construed as extra time. The amount of such expense and services shall be determined by the Engineer, shall be reported to him in writing to the Owner, and shall be withheld from any money due the Contractor and paid to the proper parties.

ARTICLE 3. The Contract Sum:

The Owner shall pay the Contractor for the performance of the Contract a sum not-to-exceed _____ (\$_____) for the performance of the Contract, subject to additions and deductions provided herein, in current funds at the prices named in the proposal attached to and a part of these documents and the contract.

ARTICLE 4. Progress Payments:

The Owner shall make payments on account of the Contract as provided therein as follows:

Contractor shall submit pay requests no later the last week of the month to be paid by the third Wednesday of the following month. Contractor shall certify and submit to the Engineer, an estimate of the amount and fair value of the work done, as a basis for partial payments therefore. The ten (10) percent (retainage) which is deducted each month is reserved by the City as partial guaranty of the faithful execution of the Contract by the Contractor.

It is understood and agreed that no partial payment shall be made to the Contractor until the Contractor shall furnish to the Engineer either the original or a duly certified copy of his and each of his subcontractor's payrolls and satisfactory proof of payment of, or satisfactory release thereof of all bills for services, materials, tools, supplies, and subcontractors. (i.e. lien waivers).

Requests shall be submitted on the City of Sullivan standard partial pay and final pay request and payroll forms contained within these documents.

ARTICLE 5. Acceptance and Final Payment:

The Contractor shall submit to the City a sworn affidavit that all bills for labor, service, materials, and subcontractors have been paid and that there are no suits pending in connection with the work done or labor and materials furnished under the Contract. All prior certificates and estimates, being approximate only, are subject to correction in the final estimate and payment. The Contractor with this contract hereby warrants all of the work done under this contract for a period of one (1) year following the completion of the project. Upon completion, the Contractor shall submit to the City a written one (1) year warranty on total project. Failure of the Contractor to submit a written warranty does not release the Contractor of this warranty in any way.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, the City shall upon certificate without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions covering final payment, and it shall not constitute a waiver of claims by the City.

ARTICLE 6. The Contract Documents:

The information for and instruction to bidders, the proposal, the bond, the general conditions of the contract, the specifications, and the drawings, together with the agreement, form the contract and they are as fully a part of this contract as if thereto attached or repeated.

ARTICLE 7. Prevailing Wage:

Contractor shall ensure that all labor performed in construction shall be compensated at prevailing wage, in accordance with the Missouri Division of Labor Standards Annual Wage Order No. 30, Section 036, (or the most current version thereof) applicable to Franklin County. Certified Payroll Sheets complying with the current wage order shall be submitted with each request for payment.

ARTICLE 8. Periods of Excessive Unemployment:

Contractor shall ensure that Section 290.550 through 290.580 RSMo (2000), inclusive are satisfied, in that only Missouri laborers or laborers from nonrestrictive states are employed on this project, and shall include these requirements in any subcontract entered by Contractor for this project.

ARTICLE 9. Choice of Law and Venue Provision:

Choice of Law: This contract shall be deemed to have been fully executed, made by the parties in, and governed by the laws of the State of Missouri for all purposes and intents. Venue shall be vested in courts of appropriate jurisdiction in Franklin County, Missouri.

ARTICLE 10. Compliance with City Code:

Contractor shall be in compliance with all City Codes and Ordinances.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement the date of the year first above written.

CITY OF SULLIVAN, MISSOURI

By: Dennis A. Watz, Mayor Date

Attest:

City Clerk, Janice Koch

Contractor

By: Date

Attest:

Secretary

ACKNOWLEDGMENT WHERE THE CONTRACTOR
IS A CORPORATION

STATE OF MISSOURI)
)
COUNTY OF)

On this _____ day of _____, 20____, before me appeared _____, to me personally known, who being by me duly sworn did say that he is the President (other officer or agent), of _____ Corporation, a corporation of the State of _____, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public

My Commission Expires: _____

ACKNOWLEDGMENT WHERE THE CONTRACTOR
IS A PARTNERSHIP

STATE OF MISSOURI)
)
COUNTY OF)

On this _____ day of _____, 20____ before me appeared
_____, to me personally know, who
being by me duly sworn did say he (she) is a member of the partnership of
_____, and that as such
partner he (she) has authority to execute the foregoing instrument on behalf of said partnership,
ad acknowledge that he (she) executed the same as his (her) free act and deed and as the free act
and deed of said partnership.

IN TESTIMONY WHEREOF, I have hereunto set my and affixed my official seal and day and
year first above written.

Notary Public

My Commission Expires: _____

NOTICE TO PROCEED-ADDENDUM 1

TO Contractor
Address
Address

Project Description: #24001 GOLF COURSE CART PATH REPLACEMENT

You are hereby notified to commence Work in accordance with the Agreement dated _____, _____, within seven (7) calendar days from the date of this NOTICE TO PROCEED, or, on or before _____, _____. You are required to complete the Work in the Contract within one hundred eighty (180) consecutive calendar days from the date of this Notice. The date of completion of all work is therefore _____, 2024.

Dated this _____ day of May, 2024.

Owner: CITY OF SULLIVAN

By:

City Engineer

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

(Contractor) Company Name Typed or Printed

Authorized Signature

Name Typed or Printed

This the _____ day of _____, _____

Title: _____

Employer identification Number: _____

TECHNICAL SPECIFICATIONS-ADDENDUM 1

No direct payment will be made for incidental items necessary to complete the work as described unless specifically provided as a pay item in the contract. Missouri Standard Specifications for Highway Construction shall be utilized except as amended in the Job Special Provisions or the technical specifications below.

ITEM NO. 1 **MOBILIZATION**

This work shall be performed in accordance with Missouri Standard Specifications for Highway Construction.

ITEM NO. 2 **REMOVAL OF EXISTING CART PATH**

This item shall include the removal and legal disposal of the existing cart path material to subgrade and width for installation of new cart path. This item is to include all material, labor and equipment complete. This item shall be paid for per linear foot installed.

ITEM NO. 3 **SUBGRADE/BASE PREPARATON**

This work shall be performed in accordance with Missouri Standard Specifications for Highway Construction. This item shall include the installation and compaction of 6" compacted type 5 base for asphalt cart path or 4" compacted type 5 base for concrete cart path. This item is to include all material, labor and equipment for a completed installation. This item shall be paid for per linear foot installed.

ITEM NO. 4 **3" BP-1 ASPHALT 6' WIDE**

This work shall be performed in accordance with Missouri Standard Specifications for Highway Construction. This item shall include the installation of 3" of BP-1 Asphalt over previously prepared base. Contractor is responsible for connection along existing paved area. This item is to include all material, labor and equipment for a completed installation. All topsoil backfill and sod required to revegetate disturbed areas are incidental to this bid item. This item shall be paid for per linear foot installed.

ITEM NO. 5 **4" CONCRETE 6' WIDE**

This work shall be performed in accordance with Missouri Standard Specifications for Highway Construction. This item shall include the installation of 4" of Class B-1 Air Entrained Concrete over previously prepared base. This item is to include all material, labor and equipment for a completed installation. All topsoil backfill and sod required to revegetate disturbed areas are incidental to this bid item. This item shall be paid for per linear foot installed.